महाराष्ट्र शासन

जिल्हा व सत्र न्यायालय, कोल्हापूर.

ई–निविदा कार्यप्रणाली निविदा सूचना क्र.District Court, Kolhapur A-2, HO Kolhapur 26-27 अंतर्गत जिल्हा व सत्र न्यायालय, कोल्हापूर–४१६००६ (दूरध्वनी क्र.२५४५९७४) यांचे अधिपत्याखालील कळे–खेरीवडे, ता.पन्हाळा, जि. कोल्हापूर येथील न्यायालयाअंतर्गत दोन वर्ष मुदतीच्या कालावधीकरीता खालील पदाच्या (शिपाई) कंत्राटी पध्दतीने सेवा उपलब्धतेसाठी ई–निविदा प्रणालीद्वारे पात्र निविदाकारांकडून ऑनलाईन निविदा मागविणेत येत आहेत.

अ. क्र.	कामाचे नाव	कामाचे स्वरुप	शासन निर्णयाप्रमाणे पद संख्या	कामाची अंदाजित रक्कम रुपये
१	जिल्हा न्यायालय, कोल्हापूर यांचे अधिपत्याखालील दिवाणी न्यायालय क. स्तर, कळे–खेरीवडे, ता. पन्हाळा, जि. कोल्हापूर येथे **शिपाई–३** पदांकरिता.	न्यायालयातील दैनंदिन खटल्यांचा पुकारा करणे, न्यायालयीन कामकाजामध्ये मदत करणे, न्यायालयाअंतर्गत स्वच्छता करणे या कामांकरीता शिपाई या पदाच्या सेवा बाह्य यंत्रणेव्दारेकंत्राटी पध्दतीने उपलब्ध करुन देणे.	शा.नि.क्र. सीआरसी–२०१०/३५५/ प्र.क्र.६५/कार्या.११ मंत्रालय मुंबई दि. २९/९/२०१६ प्रमाणे– **पदसंख्या ३ — शिपाई**	१९,१२,३२०/–
			एकूण...	१९,१२,३२०/–

टिप :– १) सदरची निविदा ही तीन शिपाई पदांकरिता एकत्रित मानण्यात यावी.
२) निविदा इसारा रक्कम रु.५०,०००/– नेट बॅकिंग प्रणालीने भरावयाची आहे.
३) निविदा फी रु.३,०००/– नेट बॅकिंग प्रणालीने भरावयाची आहे.
४) ई निविदा पोर्टलवर **'बीड लॉक'** झाल्यानंतर निविदांबाबत **'हार्ड कॉपी'** सत्यप्रतीसह एका प्रतीत कंत्राटदारांनी निविदा सादर करावयाच्या वेळेपासून ७२ तासात **(दिनांक:०२/०९/२०२६ इ. रोजी दुपारी १:३० वाजेपर्यंत)** सादर करणे अनिर्वाय आहे.

: <u>निविदेचे वेळापत्रक</u> :

निविदा डाउनलोड करण्याचा कालावधी	:	२४/०८/२०२६ (वेळ ११.००) ते २९/०८/२०२६ (वेळ १.३०)
निविदा इसारा रक्कम, निविदा शुल्क व प्रतिज्ञापत्र इ. चे मुळ दस्तऐवज सादर करावयाचा दिनांक	:	०२/०९/२०२६ वेळ दुपारी ३.०० वाजता.
तांत्रिक निविदा उघडण्याचे ठिकाण, दिनांक व वेळ	:	जिल्हा व सत्र न्यायालय, कोल्हापूर, न्यायसंकुल इमारत, कसबा बावडा, कोल्हापूर.

...२...

टीप :

१. सर्व पात्र/इच्छुक निविदाकरांनी निविदापत्रक डाउनलोड करण्यासाठी व निविदा प्रक्रियेत भाग घेणेसाठी ई निविदा प्रणालीच्या mahatenders.gov.in वर enrolled करणे आवश्यक आहे.

२. निविदाकारांना वर नमूद केलेल्या संकेतस्थळावर ऑनलाईन देकार भरणे संदर्भात व डिजीटल प्रमाणपत्र वितरीत करण्यासंदर्भात काही शंका/अडचणी असल्यास त्यांनी खालील दूरध्वनी क्रमांकावर संपर्क साधावा..... ०१२०—४००१—००२.

३. निविदाकारांनी निविदा संदर्भात सर्व दस्तऐवज ऑनलाईन सादर करणे अनिवार्य राहील. तसेच इसारा रक्कम अथवा निविदा बयाणा रक्कम online पध्दतीने भरणेची आहे. सदर बयाणा रक्कम http://mahatenders.gov.in या संकेतस्थळावरही भरता येईल. अन्यथा ऑनलाईन निविदा उघडण्यात येणार नाही याची नोंद घ्यावी.

४. संस्था नोंदकणीकृत असावी व व्यवसायीक कर भरणारी असावी.

५. इतर अटी व शर्ती ई—निविदा नमुन्यामध्ये पहावयास मिळतील. सदर कामांची एक अथवा सर्व ई—निविदा कोणतेही कारण न देता रद्द करण्याचे अधिकार सक्षम अधिकारी यांनी राखून ठेवलेले आहेत.

६. वरील निविदा http://mahatenders.gov.in या वेबसाईटवर पहायला मिळेल.

प्रमुख जिल्हा व सत्र न्यायाधीश,
जिल्हा व सत्र न्यायालय,
कोल्हापूर.

DISTRICT & SESSIONS COURT, KOLHAPUR.

TENDER DOCUMENT

1	Nature of Work	:	3 Nos of Peon (C.J.J.D. Kale-Kheriwade)
2.	Cost of Blank Tender Form	:	Rs.3,000/-(Non-Refundable)
3.	Date & Time for downloading the Tender	:	From _____
4.	Last Date & Time of downloading Complete Tender Form	:	
5.	Amount of E.M.D. (Refundable)	:	Rs.50,000/- **(Rs. Fifty Thousand Only)**
6.	Estimated Cost	:	Rs. 19,12,320/- (Rs. Nineteen Lakh Twelve Thousand Three Hundred Twenty)

Principal District and Sessions Judge,
Kolhapur.

I. E-Tender Processing .

1. Blank Tender Forms.

Tender Forms can be downloaded from the E-Tendering Portal of Law and Judiciary Department, Government of Maharashtra i.e. **https://mahatenders.gov.in** on-line payment towards Tender Fees and EMD, as per the **Tender Schedule.**

2. Tender

2.1 The tender submitted by the tenderer shall be based on the clarification, additional facility offered (if any) by the Department, and this tender shall be unconditional. Conditional tenders shall be summarily **REJECTED**.

2.2 All tenders are cautioned that tenders containing any deviation from the contractual terms and conditions, specifications or other requirements and conditional tenders will be treated as non responsive. The tenderer should clearly mention in forwarding letter that his offer (in envelope No.1 &2) does not contain any conditions, deviations from terms and conditions stipulated in the tender.

2.3 For any assistance on the use of Electronic Tendering System, the Users may call the below numbers.

Toll Free No.:- **1800 3070 2232**

E-mail :- **eproc.support@maharashtra.gov.in**

2.4 Tenderers should install the Mandatory Components available on the Home Page of **https://mahatenders.gov.in** under the section 'Mandatory Components' and make the necessary Browser Setting provided under section 'Internet Explorer Settings'.

2.5 Guidelines to Bidders on the operations of Electronic Tendering System of G**overnment of Maharashtra - https://mahatenders.gov.in**
Pre-requisites to participate in the Tenders processed by **District Court, Kolhapur (Law and Judiciary Department**).

3. Enrollment and Emplacement of Contractors on Electronic Tendering System.

The Contractors interested in participating in the Tenders of District Court, Kolhapur processed using the Electronic Tendering System shall be required to enroll on the Electronic Tendering System to obtain User ID.

Contractor have to enroll on portal mahatenders.gov.in

The Contractors may obtain the necessary information on the process of enrollment and emplacement either from Help desk Support Team or may visit the information published under the link Enroll under the section E-Tendering Tool-kit for Bidders on the Home Page of the Electronic Tendering System.

4. Recommended Hardware and Internet Connectivity.

To operate on the Electronic Tendering System, the Contractors are recommended to use Computer System with at least 1GB of RAM and broadband connectivity with minimum 512 kbps bandwidth.

5. Set up of Computer System for executing the operations on the Electronic Tendering System.

To operate on the Electronic Tendering System of Government of Maharashtra, the Computer System of the Contractors is required be set up. The Contractors are required to install Utilities available under the section Mandatory Installation Components on the Home Page of the System.

The Utilities are available for download freely from the above mentioned section. The Contractors are requested to refer to the E-Tendering Toolkit for Bidders available on-line on the Home Page to understand the process of setting up the System, or alternatively, contact the Help-desk Support Team on information / guidance on the process of setting up the System.

6. Steps to be followed by Contractors to participate in the e-Tenders processed by District Court, Kolhapur (Law & Judiciary Department).

6.1 Preparation of on-line Briefcase.

All Contractors enrolled on the Electronic Tendering System of Government of Maharashtra are provided with dedicated briefcase facility to store documents / files in digital format. The Contractors can use the on-line briefcase to store their scanned copies of frequently used documents / files to be submitted as a part of their bid response. The Contractors are advised to store the relevant documents in the briefcase before starting the Bid Preparation and Hash Submission stage.

In case, the Contractors have multiple documents under the same type (e.g. multiple Work Completion Certificates) as mentioned above, the Contractors advised to either create a single .pdf file of all the documents of same type or compress the documents in a single compressed file in **.zip** or **.rar** formats and upload the same.

It is mandatory to upload the documents using the briefcase facility. Therefore, the Contractors are advised to keep the documents ready in the briefcase to ensure timely bid preparation.

Note.:- Uploading of documents in the briefcase does not mean that the documents are available to **District Court, Kolhapur** at the time of Tender Opening stage unless the documents are specifically attached to the bid during the on-line Bid Preparation and Bid Submission stage.

6.2 On-line viewing of Detailed Notice Inviting Tenders.

The Contractors can view the Detailed Tender Notice along with the Time Schedule (Key Dates) for all the Live Tenders released by **Principal District Judge, Kolhapur** on the home page of District Court, Kolhapur website (ecourts.gov.in/kolhapur) **a**nd e-Tendering Portal on **http://mahatenders.gov.in** under the section Recent On-line Tender.

6.3 Download of Tender Documents.

The Pre-qualification / Main Bidding Documents are available for free downloading. However to participate in the on-line tender, the bidder must purchase the bidding documents on-line.

6.4 On-line Bid and Submission.

Submission of Bids will be preceded by on-line bid preparation and submission of the digitally signed Bid within the Tender Time Schedule (Key Dates) published in the Detailed Notice Inviting Tender.

The Bid Data is to be prepared in the templates provided by the Tendering Authority of the **Principal District Judge, Kolhapur.** The templates may be either form based, extensible tables and / or up-loadable documents. In the form based type of templates and extensible table type of templates, the Contractors are required to enter the data and encrypt the data using the Digital Certificate.

In the up-loadable document type of templates, the Contractors are required to select the relevant document / compressed file (containing multiple documents) already uploaded in the briefcase.

Notes.:-

a. The Contractors upload a single document or a compressed file containing multiple documents against each un-loadable option.

e. This stage will be applicable during both, Pre-bid / Pre-qualification and Financial Bidding Processes.

6.5 Close for Bidding

After the expiry of the cut-off time of Bid submission the Tender will be closed automatically.

6.6 Short listing of Contractors for Financial Bidding Process.

The Tendering Authority will first open the Technical Bid documents of all Contractors and after scrutinizing these documents will shortlist the Contractors who are eligible for Financial Bidding Process. The shortlisted Contractors will be intimated by e-mail.

6.7 Opening of the Financial Bids.

The Contractors may remain present in the Office of the Tender Opening Authority at the time of opening of Financial Bids. However, the results of the Financial Bids of all Contractors shall be available on the **District Court, Kolhapur e-Tendering Portal** immediately after the completion of opening process.

6.8 Tender Schedule (Key Dates).

The Contractors are strictly advised to follow the Dates and Times allocated each stage under " Time Schedule " as indicated in the Time Schedule in the Detailed Tender Notice for the Tender. All the on-line activities are time tracked and the Electronic Tendering System enforces time-locks that ensure that no activity or transaction can take place outside the Start and End Dates and Time of the stage as defined in the Tender Schedule.

At the sole discretion of the Tender Authority, the time schedule of the Tender stages may be extended.

I General Conditions

1. a. This Invitation for Bids is open to all Contractors.

b. There should be no overwriting in the Contractor's offer. If required, scoring out entries and writing afresh the Contractor can make corrections. The initials of the Contractor's authorized person and the seal of the Contractor's company must verify each correction. All rates give in this tender must be expressed as Unit Price. After award of the contract, if the Contractor does not perform the work satisfactorily or delays the execution of the contract, Principal District Judge, Kolhapur reserves the right to get the balance contract executed from another party of its choice. No notice will be required. Contractor will not entitle to the any compensation against the tender contract.

c. Cost of Bidding

The Contractor shall bear all costs associated with the preparation and submission of its bid and the Principal District Judge, Kolhapur will in no case be responsible or liable for these costs.

d. The Contractor is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Contractor's risk and may result in rejection of its bid.

e. Period of Validity of Bids

Bids shall remain valid for 120 days from the date of bid opening

prescribed by the Principal District Judge, Kolhapur. A bid valid for a shorter period shall be rejected by the Purchaser as noon responsive.

f. Late Bids

Any Bid received in the office of **Principal District Judge, Kolhapur** after the deadline for submission of bids prescribed by the **Principal District Judge, Kolhapur**, will be rejected and / or returned unopened to the Contractor.

g. Clarification of Bids.

During evaluation of bids, the **Principal District Judge, Kolhapur** may at its discretion, ask the Contractor for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.

h. Contracting the User Department Principal District Judge, Kolhapur.

No Contractor shall contact the **User Department, Principal District Judge, Kolhapur** on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Contractor wished to bring additional information to the notice of the Principal District Judge, Kolhapur he should be so in writing. Any effort by a contractor to influence the **Principal District Judge, Kolhapur** in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Contractor's bid.

i. Right to Accept any Bid and to Reject Any or All Bids

Principal District Judge, Kolhapur reserves the right to accept or reject any bid, and to annual the bidding process and reject all bids at time prior to contract award, without thereby incurring any liability to the affected Contractor or Contractor's.

The acceptance of bid is further subject to the approval of the **Honourable Bombay High Court** and administrative approval by the **State Government Maharashtra.**

j. Signing of Contract

At the same time as the **Principal District Judge, Kolhapur** notifies the successful Contractor that his bid has been accepted, the **Principal District Judge, Kolhapur** will send the Contractor the Contract Form provided in the bidding documents, incorporating clauses of the agreement between the parties. Within 10 days of receipt of the Contract Form, the successful Contractor shall sign the Contract and return it to the **Principal District Judge, Kolhapur.**

k. Performance Security

Within 10 days of the receipt of notification of award from the **Principal District Judge, Kolhapur** the successful Contractor shall furnish the performance security of **Rs.57,370/-** (Rs. Fifty Seven Thousand Three Hundred Seventy only) in the form of D.D. in favor for **Principal District Judge, Kolhapur**. Failure of the successful contractor shall constitute sufficient ground for the annulment of the award and forfeiture of the bid

security, in which event the Principal District Judge, Kolhapur may make the award to the next evaluated Contractor or call for new bids.

2. **Period of Contract**

For Two Year from the date of notification of award.

3. **Price and Taxes :**

Prices quoted by the Contractor for **Two Year Contract** should be in Indian Currency i.e. Rupees inclusive of all types of taxes. It will be the responsibility of the Contractors to register with competent authority and so follow the rules and regulations of the labour laws and minimum wages act.

4. **Contractor's Experience :**

The contractor should have an ability to satisfy our requirements, should have an experience for similar kind of work in any Government, Organization, Public Sector undertaking or Private Sector. The offer should accompany the proof for the same in terms of supporting documents like order copies, past experience and past performance supporting document clearly mentioning the name of the customer order value with satisfactory completion certificate issued by the customer for establishing the credibility of the Contractor.

5. **Providing Candidate.**

Contractor should provide persons for Peons; these are normally be skilled. Peons must be 7th std pass with basic Marathi Language knowledge.

6. Terms of Payment :

Payment may be made available immediately on completion of the satisfactory service for each calendar month and duly certified by the **Principal District Judge, Kolhapur or any officer appointed by him on his behalf**. The bills along with certificates to be submitted to the office of the **Principal District Judge, Kolhapur.**

7. Selection of the Contractor :

For the purpose of selection of the Contractor a two-stage bidding process will be followed. The response to the tender should be submitted in two parts viz. **Technical Bid & Commercial Bid** & must be submitted in separate sealed envelopes.

8. Technical Bid should contain.

a. **Bidder Company** should only be a Limited/ Private Limited Company, registered under the Companies act, 1956 or registered co-operative society or Proprietorship firm or Partnership Firm who will qualify the tender conditions and qualification criteria are eligible to participate and submit their offer against this tender invitation.

b. **Registration** : The Bidder should also be registered with the Income Tax and also registered under the Labour Laws, Employees Provident Fund Organization, Employees State Insurance Corporation and other relevant laws in force and submit above certificates compulsorily.

c. **Tenderer shall produce** Certificate from Chartered Accountant for Annual turnover of last 2 years i.e. 2024-25, 2025-26.

d. **Tenderer shall produce** Audited Balance Sheet and Profit and Loss Accounts for last 2 years i.e.2024-25, 2025-26 certified by the Auditor.

e. Client list and work done list.

f. Performance Certificates from Clients.

g. Fixed Deposit receipt / Demand Draft of any Nationalized /Scheduled Bank which is in favor of Principal District and Session Judge, Kolhapur against Security Deposit

h. Tender form fee in case of website version.

i. The form of the "Terms and Conditions" should be duly filled and signed by authorized person on each ending page.

NOTE : Tenders are not allowed from the firm found guilty of malpractice, misconduct or blacklisted/debarred either by Govt. of Maharashtra or by any local authority, Other State Government/Central Government's organizations.

It is only when the information about the company in technical bid is found satisfactory; the commercial part will be opened.

9. Commercial bid should contain

The rate quoted by the contractor as per Schedule **"B"** & **"C-1 to 5"** Areas and as supplied by the Principal District Judge, Kolhapur along with the tender form, duly filled and signed by the authorized person. Contractors should clearly mark on the sealed envelope.

Sercives for maintenance that is court campus and court building at Kale-Kheriwade, as per procedure lays down the over all guideline by **User Department.**

Principal District Judge, Kolhapur reserves the right to select the Contractor based on other parameters at its own discretion or as per the directions of Hon'ble Bombay High Court and State Government.

11. CANCELLATION OF CONTRACT :

In case of any breach of any terms and conditions by the successful Contractor / Contractors, **Principal District Judge, Kolhapur** reserves the right to cancel the agreement by giving 7 days prior notice to the Contractor.

III. Special Condition of Contract .

1. Scope of Work :

Peons :-

1) To obey all duties assigned by the Presiding Officer by means of Official order or Oral order.
2) To clean Court Halls, Court Offices, Court Chamber.
3) To announce daily board, etc.

2. Renewal of Contract :

Initially, contract is for two year. As per mentioned in GR contract will be terminated after 2 yrs.

3. Time is the Essence of Contract :

Time being the Essence of contract i.e. various items of work shall be carried out strictly as per tender documents or as directed by the **Principal District Judge, Kolhapur or his authorized representatives.**

4. Working Hours :

The hours of work for the laborers employed by the contractor shall confirm to the hours fixed by the User Department **Principal District Judge, Kolhapur.**

5. Security Regulations :

The contractor shall strictly comply with the security regulations in force at site.

6. Sub-Letting of Contract

The contract or any part thereof shall not be sublet.

7. Instruction :

The contractor shall execute all the work according to the specifications instruction. Even though, such works are not specifically shown or described therein. The contractor shall carry out the works in every respect in accordance with the directions and to the satisfaction of **the Principal District Judge, Kolhapur.**The contractor shall forthwith comply and duly execute any work comprised in the said instructions. Provided, always that verbal instructions,directions and explanations given to the contractor shall, if involving any variations be confirmed in the matter by the contractor within 14 days from issuance of such instructions.

8. Reductions from Contractor's Payment.

The amount of any costs, damages or expenses or other sum which under this or any other contract is payable by the contractor to the **Principal District Judge**, may be deducted from any money due or becoming due by the **Principal District Judge**, to the contractor under the same or any other contract without prejudice to **Principal District Judge's** rights to recover the same by ordinary process of law.

9. Compliance with Laws :

By acceptance of this agreement, the Contractor agrees to comply with the requirements of all the existing laws. The Contract agrees to comply with the **All Labour Laws** and the Occupational Safety Health Act, all other applicable laws, ordinances, regulations and codes in the

Contractor's performance hereunder. The Contractor further agrees to indemnity and the **Principal District Judge, Kolhapur**,its employees and visiting litigants from any loss or damage that may be sustained by the **Principal District Kolhapur,** by reason of the Contractor's failure to comply with any laws, ordinance, regulations and codes.

10. Other..

Tenders received late, incomplete tenders and tenders not in conformity with our prescribed specifications terms and conditions will be rejected. **Principal District Judge, Kolhapur** will not be responsible for postal delay, non-receipt/non-delivery of tender documents or loss of documents in transit.

I / We, have read all the enclosed Terms and Conditions carefully and ready to accept and according to that I / We are submitting herewith the tender.